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CASE NO. 2899.

✓-11
IN THE DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR
UTAH COUNTY.

Provo Reservoir Company,
A corporation, Plaintiff,

vs

SEPARATE ANSWER OF
JOHN D. DIXON.

Provo City, Lincoln School District,
The Provo Bench Canal and Irrigation
Company, the West Union Canal Company,
and John D. Dixon, et al, Defendants.

Now comes John D. Dixon, one of the defendants in the above
entitled action, and makes this answer for himself alone and not for
any of the other defendants, and admits, denies and alleges as fol-
lows to-wit:

I

Admits the allegations in paragraphs from I to 23 inclusive.

II

As to the allegations in paragraphs from 29 (A) to 29 (C) inclu-
sive, this defendant has not sufficient knowledge or information to
form a belief and therefore denies it.

III

Admits paragraph 29 (D)

IV

As to the statements contained in paragraph 29 (E) to paragraph
33 inclusive, this defendant has not sufficient knowledge to form a
belief and therefore denies it.

V

The defendant admits paragraphs 34 and 35.

VI

As to paragraph 36, this defendant alleges, that he has not
sufficient knowledge or information to form a belief except as here
in after set forth, and therefore denies it.

VII

As to allegations in paragraph 37, defendant alleges, that he
has not sufficient knowledge or information to form a belief except
as hereinafter set forth and therefore denies it.

VIII

As to allegations in paragraphs 38 and 39, this defendant alleg-
es, that he has not sufficient knowledge or information on which to

form a belief, except as hereinafter set forth and therefore denies it

IX

That this defendant for a further and affirmative defense alleges: that he is the owner of and entitled to the continuous use of 168 cubic feet per minute of water delivered to him at the head of the Provo Bench Canal at the mouth of Provo Canyon, Utah County, Utah subject only to such losses intransit as the court may find in the final trial of the case. This use shall extend during the whole of each and every irrigation season,

X

That by mutual agreement and stipulation by and between the said plaintiff and this defendant, this defendant is accorded the rights claimed by him as set forth in paragraph IX of this answer.

WHEREFORE, said defendant prays judgement in this case that he be granted the right to the use of 168 cubic feet per minute of water from the waters of Provo River, delivered to him at the head of Provo Bench Canal, at the mouth of Provo Canyon in Utah county, Utah, during the whole of each and every irrigation season, and that the defendant recover his costs.

J. E. Booth
.....
Attorney for Defendant

State of Utah
SS
County of Utah

John D. Dixon, being first duly sworn on his oath says that he is the defendant named in the foregoing answer, that he has read the same and knows the contents thereof, that the same is true of his own knowledge except as to those matters stated on information and belief and as to those matters he believes it to be true.

John D. Dixon
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Subscribed and sworn to before me this 8 day of January, 1915.

James J. [Signature]
.....
Notary Public

My commission expires Jan. 12, 1915.

My Commission Expires

